

Attachment C



CITY OF ROCKVILLE
ROCKVILLE, MARYLAND

REQUEST FOR PROPOSAL # 79-08
EXECUTIVE SEARCH

Sealed proposals addressed to the City of Rockville, Maryland for executive search services for a chief legal advisor for the City of Rockville will be received at Rockville City Hall, Purchasing Division, Attention: Eileen Morris, Contracts Officer, 111 Maryland Avenue, Rockville, Maryland 20850 until 2:00 PM (EST), (DATE TO BE DETERMINED). No proposals will be accepted after that time.

RECEIPT AND HANDLING OF PROPOSALS

The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

PROPOSAL DOCUMENTS

The proposal documents are available several ways:

1. Download the document from the City Web site at <http://www.rockvillend.gov> Click on bids and proposals.
2. Call the Purchasing Division at (240) 314-8430 to have the RFP mailed.
3. Visit the Purchasing Division and pick up a proposal packet between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

PRE-PROPOSAL MEETING

The City of Rockville has determined that there is no need for a pre-proposal meeting.

Attachment C**SUBMITTAL OF QUESTIONS**

Prospective offerors are requested to submit any questions no later than (date to be determined) to Eileen Morris, Contract Officer via e-mail at emorris@rockvillemd.gov.

AWARD

Award will be made to the qualified offeror obtaining the highest weighted score combining price and technical qualifications. Additional information regarding award criteria can be found within the Evaluation and Award Section of this document.

AGREEMENT

The successful offerors shall be required to complete a two-party standard form of agreement. A sample agreement is attached. No change to the agreement form will be considered.

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations, in order to enter into a contract with the City. "Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate of foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the state in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

EXPENSES ASSOCIATED WITH RESPONSE

The City of Rockville will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.



**CITY OF ROCKVILLE
MARYLAND**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
(PROPOSAL 3107)

1. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.
2. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
3. **BID AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
4. **ADDENDA** All addenda issued after the Request for Proposal and before the due date of the quotation shall become part of the contract. Bidders are required to acknowledge the addenda by one of the following methods:
 - Return a copy of the addenda with the bid
 - Initial in person at City Hall receipt of the addenda
 - Statement of receipt and acknowledgement with your proposal.

It is the responsibility of the vendor to make inquiry as to addenda issued.
5. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City. The City will accept or reject bids within ninety (90) days after the bid due date. Bids may not be withdrawn during that period.
6. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
7. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initiated by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.
8. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Contract Officer in writing.
9. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.
10. **SENSITIVE DOCUMENTS**
Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive document remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.
11. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor

for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

- 12. TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.

- 13. EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.

- 14. PRINCIPAL PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

- 15. PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Contract Officer. The Consultant shall submit to the Contract Officer sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.

- 16. INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.

- 17. DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the

Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.

- 18. PAYMENT** Payment will be made monthly upon receipt of an accepted invoice, submitted in duplicate to:
- City of Rockville
Attn: Accounts Payable Division
111 Maryland Avenue
Rockville, Maryland 20850

All invoices must reference a Purchase Order Number.

Payment will be made upon acceptance of work which is in compliance with specifications.

- 19. DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Contract Officer within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

- 20. TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 21. TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon ten (10) calendar days written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.

- 22. CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Contract Officer

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

- 23. EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

- 24. GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

- 25. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor.

If the workmanship shall be found to be defective or to have been damaged, before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or neglect of the Contractor.

- 26. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The Contractor shall observe and comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.

- 27. SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

- 28. RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

- 29. AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

- 30. INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

- 31. NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any

part of the of specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

32. **PROPRIETARY INFORMATION.** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.

33. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

34. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City of Rockville.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

35. **MISCELLANEOUS PROVISIONS.** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available

thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

36. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

37. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

38. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning

any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

39. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

40. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.

41. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.

INSURANCE REQUIREMENTS

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY INSURANCE

Maintain Statutory Workers' Compensation and Employer's Liability Insurance in the statutory limits as set forth by the State Maryland. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City is required.

COMMERCIAL GENERAL LIABILITY INSURANCE.

The Contractor agrees to maintain Commercial General Liability Insurance in the amount not less than \$1,000,00 per occurrence. Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damages, Premises/Operations, Independent Contractors. Products/Completed Operations during and for two years following completion of the work.

AUTOMOBILE LIABILITY COVERAGE.

The Contractor agrees to maintain owned, non-owned and hired Vehicle Liability Insurance in the amount not than \$1,000,000 per occurrence. Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles.

PROFESSIONAL LIABILITY. If applicable.

The Contractor agrees to maintain Professional Liability Insurance in the amount of \$1,000,000 per occurrence to cover each individual professional staff member.

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a forty-five day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville must be named as an additional insured on the Contractor's Automobile and General Liability Policies and it shall be stated on the Insurance Certificate. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the certificate.

CERTIFICATE HOLDER

Mayor and Council, City of Rockville (Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850

Attachment C

SCOPE OF SERVICES

PURPOSE AND INTENT

The Mayor and Council of the City of Rockville intends to contract with a vendor that will provide executive search services for its chief legal advisor.

The Mayor and Council of the City of Rockville and City Staff intend to make themselves available to allow the contractor to develop the City Attorney profile and meet proposed timelines.

The City intends to have the executive search completed by (date to be determined).

CITY PROFILE

The City of Rockville occupies 13.44 square miles within the Metropolitan Washington, DC area and is located 12 miles northwest of Washington. Rockville had a population estimate of approximately 57,100 according to the 2004 Census estimates.

The City of Rockville operates under the council/manager form of municipal government and derives its authority from a charter granted by the State of Maryland. As mandated by state law, Montgomery County provides school and health services in Rockville. The City has an employment base of approximately 80,059 jobs (2005 estimate, MWCOG Round 7 Forecast projection). The City has undergone tremendous redevelopment and infill development in recent years, including redevelopment of the Town Center.

The City of Rockville established a Council/Manager form of government in 1948. The governing body is composed of five members: a Mayor and four Council members, who are elected at large for two year terms in November of odd-numbered years. The Mayor and Council serve part-time and are compensated.

BACKGROUND

In January 2008, the City of Rockville's Mayor and Council directed City staff to conduct a cost-benefit analysis of bringing its legal services in-house. The Mayor and Council have subsequently decided to transition its legal services from an outsourced function utilizing a single firm, to an in-house, multi-practice legal office. Therefore, the City seeks a highly experienced senior attorney to serve as the full-time and exclusive legal advisor.

The City requires legal support to respond to claims and lawsuits; manage litigation of personnel matters involving more than 536 full time employees; and to provide day-to-day advice and counsel in the preparation of contracts, resolutions, ordinances, and regulations. The City Attorney acts as a legal advisor to the Mayor and Council, Boards and Commissions, City Staff, and represents the City before administrative bodies at the federal and state level (see Attachment B Classification Specification for more information on the responsibilities of the City Attorney).

General Areas of Legal Expertise Include:

- Land Use
- Bond Financing
- Pension Administration
- Commercial Real Estate
- Bankruptcy
- Election and Open Meeting Law
- Tort Defense
- Labor Relations (including collective bargaining)
- Employment and Benefits
- Environmental
- General Litigation
- Construction
- Arbitration
- Code Enforcement
- Liability Claims
- Telecommunications
- Storm Water
- Water and Sewer Utilities
- Condemnations

The City Attorney will be considered a contractual employee who is hired by, reports directly to, and serves at the *pleasure* of the Mayor and Council of the City of Rockville. Only the Mayor and Council may designate contract positions, such as this, based on budgetary or operational need. Salary and eligibility for salary increases and fringe benefits are governed by the terms of the individual contracts, and recommended to the City Manager by the Director of Human Resources, based on a salary survey and comparison to similar positions within the appropriate job market.

Additional background information can be obtained from City Legal Services memorandum dated April 14, 2008 (Attachment C).

WORK STATEMENT

The Mayor and Council of the City of Rockville is seeking proposals from specialty executive search and recruiting firms to provide the following services:

1. Design an overall recruitment strategy that includes specific sites and sources that will be used and the duration of the recruitment period within each source.
2. Generate a pool of interested applicants who meet all minimum qualifications for the position and are highly competitive with respect to the developed candidate profile or job advertisement. The contractor must demonstrate that maximum effort was expended to generate a viable pool of applicants.

Attachment C

3. Administer the selection interview process for the Mayor and Council.
4. Other recruiting services may include:
 - a. Inform potential candidates of the vacancy and encourage their interest
 - b. Advertise and recruit potential candidates
 - c. Screen all resumes generated through the firm's outreach efforts as well as those resumes provided by the City
 - d. Forward resumes of the most promising candidates to the Mayor and Council
 - e. Conduct comprehensive background investigations on the candidates selected by the Mayor and Council. These services may include: identification and verification of address histories; criminal records search; employment, education, and credentials verification; licensing and certification verification; motor vehicle reports; consumer credit (if appropriate); civil and bankruptcy records; liens and judgments

The estimated start date for the work described above is (date to be determined).

EVALUATION CRITERIA

An Evaluation Committee consisting of City staff will review all proposals. The committee members will independently evaluate the written proposals based on the following criteria:

- | | |
|---|-----------|
| i. A demonstration of the offeror's understanding of the City's requirements | 20 points |
| ii. Methodology and resources applied to fulfill the scope of services and the offeror's ability to provide quality, cost effective, coordinated and responsive services. | 30 points |
| iii. Qualifications and references of the firm/staff in conducting successful searches for chief legal advisor in communities comparable to the City of Rockville. | 30 points |
| iv. Cost | 20 points |

The Evaluation Committee will evaluate the proposals and may also ask questions of a clarifying nature from offerors as required. The ability to meet the requirements for services is the prime consideration factor. Each Review Committee member will complete a proposal evaluation matrix form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order.

The Evaluation Committee may afford those offerors whose proposals seem to be the most beneficial to the City an opportunity to make oral presentations in order to clarify their proposals, including presenting proposal in a public forum. If requested, oral presentations shall be made at no cost to the City. When the committee has tentatively selected an offeror(s), it may request a conference to clarify specific matters. The City of Rockville reserves the right to reject any and all proposals and to accept the proposal(s) the City considers most advantageous. All proposals will become the property of the City.

The objective of the interview phase is to:

- i. Clarify written responses and address the committee's questions about these responses.
- ii. Verify the offeror's capabilities and understanding of the position categories and offeror's responsibilities as outlined in the Work Statement.
- iii. Obtain feedback about the proposed methodology, modifications and technology availability.

Interviews, if held, will be evaluated based on the following criteria:

1. Understanding of the concept of work that needs to be performed to execute a successful position profile and succession plan. 25 points
2. Ability to perform the all aspects of the investigation stage of the profile development. 25 points
3. Ability to supply the resources necessary to ensure requested services are delivered in a quality, cost-effective, coordinated and responsive manner. 50 points

TECHNICAL AND CONTRACTUAL QUESTIONS

Technical and contractual questions pertaining to this RFP may be directed to Eileen Morris, Contract Officer, via e-mail at emorris@rockvillemd.gov. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the respondents responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions.

Attachment C

Failure to sign and return an Addendum with your response may result in disqualification of proposal.

1. PROPOSAL SUBMITTAL INSTRUCTIONS

One (1) original and three (3) copies of the proposal "RFP #79-08, "SEARCH FIRM" must be submitted to and received no later than 2:00 P.M. (EST) on (date to be determined) by the Purchasing Division, City Hall, 111 Maryland Avenue, Rockville, MD 20850, Attn: Eileen Morris, Contract Officer.

In order to provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. Failure to adhere to this format may result in the disqualification of your proposal(s).

- Letter Of Interest
- Approach And Work Plan
- Understanding The City's Requirements
- Project Team Qualifications and Experience
- Firm Experience and Capabilities
- References
- Affidavit Form
- Respondent's Questionnaire
- Cost Proposal

These elements parallel the basis of the City's proposal evaluation criteria. The following sections provide guidelines for information to include in the proposal.

a. LETTER OF INTEREST

Provide a Letter of Interest, not to exceed two (2) pages in length, which includes a short, concise and focused overview that introduces your firm to the reader.

b. APPROACH AND WORK PLAN

Describe your recommended approach and work plan regarding the services that you're firm will provide as they relate to the Scope of Services.

This section must address in depth how you plan to meet the general or overall spirit of the City's needs, as well as, discuss the staffing level(s) anticipated by your firm to meet these needs and the relative effort that each staff member will devote to the project. This section should also provide detailed information about your firms mission and philosophies.

c. UNDERSTANDING THE CITY'S REQUIREMENTS

This section should confirm your understanding of the RFP and the City of Rockville's needs, as well as, provide narratives describing your firms

understanding of the required services, responsibilities, response times, scheduling and deliverables set forth in this RFP, as well as, how your firm intends to accomplish related tasks and provide solutions to all of the needs identified herein. These Narratives should also demonstrate your firm's knowledge and understanding of local and regional conditions.

This section should also demonstrate your firm's capability to respond to the City's needs in a timely manner.

Lastly, this section should include a definitive statement of intent to comply with all terms and conditions as delineated in this RFP. In the event any of the terms and conditions found within this document are not acceptable as described, respondent must notate and explain any exceptions. Exceptions identified post response, may not be considered, and failure to agree to terms and conditions required by law or City purchasing regulations may be grounds for disqualification of your proposal.

d. **PROJECT TEAM QUALIFICATIONS AND EXPERIENCE**

This section must include a staffing plan and the qualifications of the staff that you will assign to this account after your firm is selected. As a minimum, the proposal should include:

- Name of the designated manager(s)
- Organization's name (e.g. – managers department, unit, division, etc.), functional discipline, and responsibilities of all staff assigned to the account, as well as, staff size and availability.
- Complete resume(s) or description of all assigned managers and key staff including, but not limited to, education, professional experience, certifications/licenses, length of time employed by your firm and/or whether or not the team member is a subcontractor.
- Portfolio for project manager to include projects which are similar in size and scope to the needs of the City of Rockville.
- Project manager's current workload, and anticipated workload if awarded a contract for this need.

The City has the right of reasonable rejection and/or approval of staff or sub-contractors assigned to the project by the Contractor. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If the City rejects staff or sub-contractors, the Contractor must provide

replacement staff or sub-contractor satisfactory to the City in a timely manner and at no additional cost to the City.

The Contractor may make no diversion or replacement of staff without submission of a resume of the proposed replacement with final approval by the City of Rockville.

The offeror shall clearly state if it is proposing to sub-contract any of the work herein. The names of all sub-contractors together with a description and anticipated percentage of the work being sub-contracted are to be provided. The offeror assumes full liability for the performance of all subcontractors.

e. **FIRM EXPERIENCE AND CAPABILITIES**

Provide the City with a description of your firm and examples of your firm's commitment to the services set forth in this RFP and/or government clients in general, as well as, a statement of qualifications demonstrating a minimum of three (3) years experience performing similar design work. Please address the following:

- Summarize the organizational structure, ownership and size of your firm plus its date of organization and current principal place of business.
- Provide a list of all other governmental entities for which your firm has previously provided equivalent services.
- Describe in detail your firm's experience with similar projects to include, but not limited to the following as the relate to the Category the services are being offered for:
 - A list of three assignments completed within the past three (3) years that best illustrate your firm's capabilities as they relate to the required service herein.
 - Information on delivery of project on time and within budget to include cost (estimated vs. actual), execution time (contract vs. actual), as well as, any problems encountered and the solutions devised.

Note: The City reserves the right to contact the customers referenced in these projects to verify/confirm the details provided by your firm.

- Describe any prior and/or ongoing specific experience or familiarity with the City of Rockville.

- Provide any additional information you wish to call to the City's attention with respect to your firm's qualifications.
- Please specify similar qualifications for all proposed subcontractors.
- Company's overall current workload, and anticipated workload if awarded a contract for this need to include current production capability.
- Company's professional registrations, affiliations and memberships

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

f. REFERENCES

Provide a list or describe representative clients currently or recently served focusing on clients similar in size and complexity to the City of Rockville. Information about the City of Rockville can be found at the following web address:

<http://rockvillemd.gov/>

Provide the current name, address, telephone number, contact person, scope of services and/or project description and cost of at least five (5) specific references (preferably local governments) your firm has served; preferably those in which the members of your proposed team provided the same or similar services as requested herein.

- Three (3) of these references are to be for current contacts.
- Two (2) of these references are to be for completed contracts not to exceed three (3) years in age.

- g. The contractor will specify a timeline and a total cost figure (lump sum fee) for completing the services. The lump sum figure must be itemized by task with the number of hours and hourly rates for each category of personnel as listed in the contract and all other consultant fees and other expenses necessary for completing the services. The City of Rockville will not pay any costs for travel, lodging or meals.

h. AFFIDAVIT FORM

Complete and return the enclosed Non-Conviction/Collusion Affidavit form with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

i. AGREEMENT

Provide a statement that the firm, if awarded the contract, will execute the attached City of Rockville Agreement.

j. RESPONDENT'S QUESTIONNAIRE

Complete and return the attached (Attachment A) Respondent's Questionnaire Form with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

k. PROPOSAL COSTS

It is the intent of the City of Rockville to enter into a contractual agreement with one (1) firm. The proposal should contain the total cost of your proposed services.

Provide a detailed fee schedule listing hourly rates inclusive of all profit, fees, travel expenses, costs and other personnel expenditures for each category of employee to be used to provide services.

No additional payment will be made for travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.).

2. EVALUATION AND AWARD

Selection will be to an offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. Negotiations may be conducted with the offerors so selected. Price will be considered, but need not be the sole determining factor.

The Evaluation Committee may afford those offerors whose proposals seem to be the most beneficial to the City an opportunity to make oral presentations in order to clarify their proposals. If requested, oral presentations shall be made at no cost to the City. When the committee has tentatively selected an offeror, it may request a conference to clarify specific matters. The City of Rockville reserves the right to reject any and all proposals and to accept the proposal(s) the City considers most advantageous. All proposals will become the property of the City.

At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and

include the information contained in the BAFO. In this instance, the decision to award will be based on the final evaluation including the BAFO. Please note, respondents are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process may or may not be used, or may be used on a case-by-case basis when to negotiate services, deliverables, pricing terms conditions, etc. with individual respondents. Placing inflated pricing in your original response may produce a low scoring result, which prevents your proposal from reaching the negotiation stage of the evaluation process.

3. COMPENSATION

The Contractor will be paid monthly within 30 days of completion of pre-agreed upon task/milestones outlined within a statement of work, or submission of a correct invoice, whichever is later. Invoices shall include a detailed breakdown of all charges applicable to the task/milestone.

4. INVOICING AND PAYMENT

The Contractor shall submit invoices, in duplicate, on a monthly basis, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

City of Rockville
Accounts Payable
111 Maryland Avenue
Rockville, MD 20850

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

5. PAYMENTS TO SUBCONTRACTORS

Within seven days after receipt of amounts paid by the City of Rockville for work performed by a subcontractor under this contract, the Contractor shall either:

Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her

intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

6. CONTRACT ADMINISTRATOR

The designated contract administrator will be Mr. Carlos Vargas, Human Resources Director . Email: cvargas@rockvillemd.gov Telephone or at (240) 314-8472.

7. ADDITIONAL TERMS AND CONDITIONS

a. CORRECTION OF ERRORS, DEFECTS AND OMISSIONS

The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under any subsequent agreement without undue delays and without cost to the City. The acceptance of the work set forth herein by the City shall not relieve the Contractor of the responsibility of subsequent correction of such errors.

b. DAMAGE CLAIMS

The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever.

c. OWNERSHIP OF DOCUMENTS

Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of City of Rockville. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City of Rockville. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City of Rockville agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

d. CONTRACTOR EXCLUSION AND AFFIRMATION

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the Contractor may be removed from all proposal lists. By signing this proposal, the offeror/contractor hereby certifies that:

- The Contractor shall not engage in providing consulting or other services to any private entity regarding any property within any project area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise.
- The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- The firm, corporation, partnership or institution represented by the Contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- The Contractor has not received compensation for participation in the preparation of the specifications for this Request for Proposal.

e. PUBLIC INFORMATION REQUESTS

Information, documentation and other materials submitted under this proposal may be subject to public disclosure under various open records acts. Offeror is hereby notified that the City of Rockville strictly adheres to this open records requirements and the interpretations thereof rendered by presiding courts and tribunals. Offeror shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the contractor.

f. COST REDUCTION/SAVINGS

It is the City's intent that this request for proposal encourages maximum competition. Offerors are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Offerors also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.

g. CONTRACT QUANTITIES

No proposal will be considered which stipulates that the City of Rockville shall guarantee to order a specific quantity of services.

Attachment C
A F F I D A V I T

RFP# 79-08

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16

of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____ Date _____

***** RETURN WITH YOUR PROPOSAL *****

SAMPLE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2006 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and (consultant name) hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the City desires a contractor to provide services for the (project name); and

WHEREAS, the City desires to employ the services of the Contractor to perform said services in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in Exhibit A attached hereto as a part hereof. In the event any term of the attached exhibit conflicts with this Agreement, this Agreement shall prevail. Contractor shall perform the serves described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to insure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. **REVIEW BY CITY.** The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. **DOCUMENTS, ETC.** All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become the property of the City.

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

5. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date

of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed.

7. TIME OF ESSENCE. The Consultant acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service. (enter completion date if applicable)

8. TERMINATION FOR CAUSE. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of Competent Jurisdiction.

9. COMPLIANCE WITH LAWS. The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

10. SUBCONTRACTS. None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

11. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

12. INSURANCE. The Contractor shall carry insurance with limits as outlined under the attached Insurance Requirement document and shall provide to the City a certificate evidencing the same.

13. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in

the performance of this Agreement no person having any such interest shall be employed.

14. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City's Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

15. GOVERNING LAW. This agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

16. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

17. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

18. PAYMENT TERMS. Compensation shall be made by the City to the Contractor on a monthly basis. The fee for the work to be performed hereunder as set forth in the attached Exhibit A is in the amount not to (contract lump sum or NTE price). In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation

19. INVOICING. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All requisitions shall be submitted to the (enter name).

20. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

21. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

THE MAYOR AND COUNCIL OF
ROCKVILLE

By: _____
Claire Funkhouser, City Clerk

Scott Ulery

City Manager

ATTEST

(Consultant Name)
By: _____

Approved as to form and legality:

Sondra Harans Block, Assistant City Attorney

ATTACHMENT A

RESPONDENT'S QUESTIONNAIRE

The Respondent recognizes that in selecting a company/agent, The City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. The City of Rockville reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

Company Profile

1. Number of Years in Business: _____
2. Type of Operation: Individual _____ Partnership _____ Corporation _____
Government _____
Number of Employees: _____ (company wide)
Number of Employees: _____ (servicing location)
Annual Sales Volume: _____ (company wide)
Annual Sales Volume: _____ (servicing location)
3. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City of Rockville.
4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City of Rockville.
5. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
6. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City of Rockville.
7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

***** RETURN WITH YOUR PROPOSAL *****

**CITY OF ROCKVILLE
CITY ATTORNEY****CHARACTERISTICS OF CLASS:**

The City Attorney performs complex executive and professional level work as legal advisor to the Mayor and Council, City staff and various boards and commissions of the City. The City Attorney is appointed by, serves at the pleasure of, and reports directly to the Mayor and Council. This position requires a highly experienced executive level attorney who can provide expert assistance and solid legal advice. Responsibilities include planning, developing, implementing, and evaluating a legal services program for the City. Supervision is exercised over the office's professional and administrative support staff.

EXPECTATIONS OF ALL CITY EMPLOYEES:

- Learn and demonstrate an understanding of City, department, division and team goals.
- Serve and meet the needs of customers during routine or emergency situations.
- Ability and willingness to work as part of a team, to demonstrate team skills and to perform a fair share of team responsibilities.
- Ability to assess his/her work performance or the work performance of the team.
- Plan and organize his/her work, time and resources, and if applicable that of subordinates.
- Contribute to the development of others and/or the working unit or overall organization.
- Produce desired work outcomes including quality, quantity and timeliness.
- Communicate effectively with peers, supervisors, subordinates and people to whom service is provided.
- Understand and value differences in employees and value input from others.
- Consistently report to work and work assignments prepared and on schedule.
- Consistently display a positive behavior with regard to work, willingly accept constructive criticism and be respectful of others.

EXAMPLES OF DUTIES:

- Supervises and manages the day-to-day operations of a multi-practice law office, including determinations for the appropriate outsourcing of legal work.
- Renders oral and written legal opinions to the Mayor and Council, City Manager, and Department Directors and other City staff as requested.
- Prepares court papers, contracts, ordinances, resolutions, deeds, leases, and other legal documents
- Prepares and approves proposed ordinances for consideration by the Mayor and Council.
- Reviews the legality and/or sufficiency of contracts, bonds, bids, leases, insurance, and claims.
- Attends meetings of the City Council, Planning Commission, and various committees and boards as required and renders legal advice on matters on the agenda.
- Represents the City in lawsuits and administrative hearings.
- Serves the City's interests in various contract negotiations.
- Manages, supervises, and reviews the work of legal and support staff, as well as, managing the office budget, support contracts, etc.
- Researches, interprets, and applies laws, court decisions, and other legal authority in the preparation of opinions and briefs.
- Analyzes legislation including proposed state and federal legislation affecting the City.

**CITY OF ROCKVILLE
CITY ATTORNEY**

PAGE TWO

- Answers communications from the public relative to municipal ordinances and legal matters affecting the City.
- Investigates complaints and claims by or against the City.
- Organizes, interprets, and applies legal principles and knowledge to complex legal problems.
- Comprehends and makes inferences from written material to provide legal representation and advice.
- Analyzes narrative and statistical data to make recommendations regarding legal issues affecting the City.
- Oversees the enforcement of department policies and procedures, and the maintenance of proper records and reference materials.
- Performs other duties as required.

QUALIFICATIONS:

Required Training and Experience:

Graduation from a school of law accredited by the American Bar Association with a Juris Doctor degree and extensive, at least seven (7) years, of experience practicing law, including trial experience, managerial or supervisory experience and some government agency experience. Must have membership in the Maryland State Bar or be able to obtain within 6 months of employment and must have the ability to maintain membership as a condition of continued employment.

Preferred Knowledge, Skills and Abilities:

- Knowledge of the organization and functions and goals of the City government.
- Extensive knowledge of the provisions of Maryland law, City Code and Charter provisions.
- Skill in planning, developing, implementing and administering a legal services program dealing with various governmental functions.
- Skill in negotiating agreements, which accommodate conflicting interests and viewpoints.
- Skill in oral and written communication sufficient to develop defenses of, and justification for, decisions reached.
- Ability to establish and maintain effective working relationships at all levels.
- Ability to exercise independent judgement.
- Ability to maintain complete and accurate records.
- Ability to prioritize and organize.
- Ability to attend meetings and perform work assignments at times other than normal business hours.
- Ability to make a determination when outside counsel is needed.

FLSA Status: Exempt-Executive

Created: 5/08



City of Rockville

MEMORANDUM

CONFIDENTIAL
PERSONNEL MATTER

April 16, 2008

TO: Mayor and Council
FROM: *Scott Ullery*
Scott Ullery, City Manager
Gavin Cohen, Director of Finance
SUBJECT: City Legal Services

Recommendation:

Review the information provided on City legal services expenses, consider options for an in house or outsourced City Attorney, and provide direction.

Background:

At its January 7, 2008 meeting, the Mayor and Council directed staff to provide information on City legal expenses and establishing an "in-house" City Attorney.

The City Charter, as quoted below, has the appointment of the City Attorney as the responsibility of the Council.

Section 2. City Attorney.

The Council may appoint a City Attorney who shall serve at its pleasure and at such compensation, as it shall determine. The City Attorney shall be a member of the bar of the Maryland Court of Appeals. The City Attorney shall be the legal adviser of the City and shall perform such duties in this connection as may be required by the Council. The City shall have the power to employ such legal consultants as it deems necessary from time to time.
(Res. No. 8-78; Res. No. 24-60)

Furthermore, Section 17-87 of the City Code, Miscellaneous procurement, has a special exemption when applied to services involving litigation or potential litigation as follows:

Sec. 17-87. Miscellaneous procurement.

The following are exempt from competitive procurement:

(1) Professional services and other services associated with actual or potential litigation, administrative, or regulatory proceedings.

(Ord. No. 13-02, 6-10-02)

Office of the City Attorney – Overview

The City requires effective legal support to respond to claims and lawsuits against the City, manage litigation of personnel matters involving the City's 536 full time employees, and provide day-to-day advice and assistance in the preparation of contracts, resolutions, ordinances, regulations, and other legal documents. The City Attorney acts as legal advisor to the Mayor and Council, Boards and Commissions, and City Staff, and represents the City before administrative agencies and federal and state courts where the City is party to or has an interest in legal proceedings. Table 1 below summarizes the general areas of legal expertise the City requires.

Table 1

Major Areas of Legal Expertise Required		
<ul style="list-style-type: none">o Land Useo Bond Financingo Pension Administrationo Commercial Real Estateo Bankruptcyo Election and Open Meetings Lawo Tort Defense	<ul style="list-style-type: none">o Labor Relations/Union negotiationso Employment and Benefitso Environmentalo General Litigationo Construction	<ul style="list-style-type: none">o Arbitrationo Code Enforcemento Liability Claimso Telecommunicationso Storm watero Water & Sewer Utilitieso Condemnations

The City Attorney has prepared a comprehensive listing of legal services generally provided by the City Attorney, including some specific examples of services (Attachment 1).

Current Organizational Structure and Staffing Level

The City's current outsourcing model for providing legal services has been in place since 1989. Table 2 below is a summary chronology of the staffing in the City Attorney's office. Further detail is provided on Attachment 2.

Summary of City Attorney Staffing Chronology*

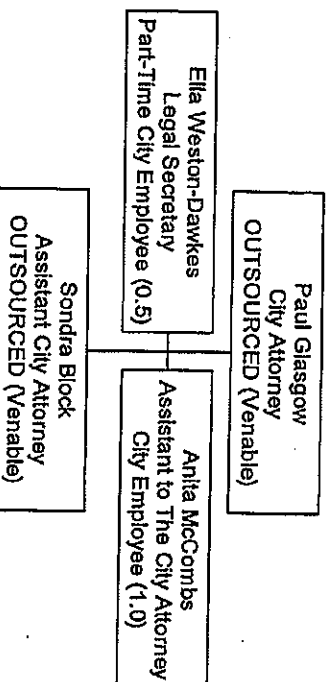
1966-1976	1976-1978	1979-1981	1982-1990	1991-2005	2006-Present
1 City Attorney 3 Asst City Attorney	1 City Attorney 3 Asst City Attorney	1 City Attorney 3 Asst City Attorney	1 City Attorney 3 Asst City Attorney	1 City Attorney 2 Asst City Attorney	1 City Attorney 1 Asst City Attorney
Titus - CA Glasgow - ACA Buzbee -ACA Ferrelli-ACA	Titus - CA Glasgow - ACA Block - ACA Ferrelli -ACA	Titus - CA Glasgow - ACA Block - ACA Lacey-ACA	Glasgow - CA Block - ACA Lacey-ACA Podolsky - ACA	Glasgow - CA Block - ACA Podolsky - ACA	Glasgow - CA Block - ACA
1 Support Staff	2 Support Staff	2 Support Staff	2 Support Staff	1.5 Supp. Staff	1.5 Supp. Staff

* All Attorney positions are part time CA - City Attorney ACA - Assistant City Attorney

Through the period covered by Table 2, the City legal services evolved from an in house operation to a largely outsourced operation. As can be seen, the City at one time utilized four in house attorneys, all of whom worked part-time for the City (fraction unknown) while also maintaining private practices. It is not known the extent to which supplemental outsourcing for legal services was used, if at all. Paul Glasgow was hired as the City Attorney in 1982, and in 1989 the City through Resolution 8-89 adopted on April 24, 1989, appointed Venable, Baetjer and Howard (Venable LLP) to act as general counsel to the City of Rockville (Attachment 3), with Mr. Glasgow continuing as City Attorney.

The Office of the City Attorney's FY 2009 organizational structure and staffing level is shown in Chart 1 below. The chart reflects the proposed budget staffing of 1.5 FTE authorized positions.

Chart 1
City Attorney Office - Proposed FY 2009



One method of estimating staffing requirements to bring the function back in house is to analyze the current billing and translate Venable billable hours to equivalent in house positions. In addition, the staffing for legal services by other jurisdictions provides useful supplemental data, if not a precise benchmark. (Attachment 4).

Attachment C

An analysis of Venable's invoices from January through December 2007 found a total of 19 attorneys and 3 paralegals utilized (over and above the 1.5 in house positions) across 18 billing categories (Attachment 5). Of the total 3,531.1 hours billed during this period, 247.8 (7%) were paralegal hours and 3,283.3 (93%) were attorney hours. The City Attorney billed 1,208.6 (36.8% of attorney hours) and the Assistant City Attorney billed 1,258.4 (38.3%) for a total of 2,467 hours (75.1% of the total attorney hours). Over the course of a full year, the City Attorney, and Assistant City Attorney perform legal work for clients other than the City. In addition to Venable LLC, the City utilizes the services of former Assistant City Attorney David Podolsky, through Stein, Sperling, Bennett, Dejong *et al* for his specialty in telecommunications, especially cable franchises. In FY 2007, Mr. Podolsky billed the City for 43.70 hours and in FY 2008 15.70 hours.

The total billable hours from Venable LLP for fiscal years 2008 (half), 2007 and 2006 are 1,744, 3,123 and 2,950. Based on the City's 37.5-hour work week, (and subtracting 7% for paralegal hours found in calendar year 2007), this equates to 1,67, 1.49, and 1.41 FTE attorneys. Because billable hours do not reflect leave hours (i.e., vacation and sick leave) and other normal "non-productive" time, this simple calculation does not directly yield actual in-house FTE's needed. Another important consideration in estimating required staffing is that the billable hours are spread across several attorneys representing different areas of expertise. Keeping these things in mind, however, the billable hours do provide useful data to build upon for estimating in house staffing requirements.

Because of the range of legal services provided and the breadth of expertise required, arriving at the number of attorneys required to staff an in-house function is not simply a matter of relying solely on these FTE figures. The data and our experience would seem to indicate two in-house attorneys would be needed. Because it is not likely that the entire range of required legal expertise could reside in two attorneys that the City would be able to hire, some level of contract services would likely be needed to supplement the in-house legal services. Some amount of the in house attorneys' time would be devoted to managing outsourced legal services, and other administrative duties.

Staff looked at seven cities within close geographic proximity to explore another benchmark for staffing levels. The results are summarized in Table 3 below. Different communities have different needs and allocate resources based on their priorities, which makes it difficult to draw conclusions directly transferable to Rockville. Nonetheless, Table 3 perhaps has some impressionistic value.

Table 3

Staffing Levels with in House City Attorney Departments				
	Total Staff	Attorneys	Support	Ratio: Attorneys to Support Staff
Hagerstown	Outsourced			
Frederick	6	3	3	1:1
Gaithersburg	1.5	1	0.5	2:1
Bowie	Outsourced			
Annapolis	7	2	5	0.4:1
Alexandria	14	8	6	1.33:1
Greenbelt	Outsourced			

Cost of Legal Services

The cost of all City legal services, both in house and outsourced, is displayed in Table 4 below. The Table includes expenditures for attorneys and in house paralegal and administrative staff. In FY 2006, the City spent a total of \$959,107; in FY 2007, \$1,121,212; and half way through FY 2008, \$565,163. The City accounts for its costs in the Operating Budget and the Capital Improvement Budget, in multiple funds (General Fund and various Enterprise Funds), and in two departments (City Attorneys Office and CPDS- Planning, for RORZOR-related expenses). In addition, the City currently outsources its legal work to one firm predominantly (with a minor amount of work going to a second firm), and provides in-house support through a legal assistant and secretarial help. The large majority (78%-87%) of total costs for these years are attributable to Venable's billings. Tables 5 and 6 below show a breakdown of these costs by fund and city function. The proposed FY09 budget is shown in Attachment 8.

The range of billable rates that Venable uses for its different attorneys and paralegal services range from \$195 an hour through \$475 an hour. The City Attorney's billing rate is \$325/hour and the Assistant City Attorney's is \$300/hour. Mr. Podolsky's billing rate is \$350 an hour. Its important to keep in mind that payments based on these rates are going to the firm, not the assigned attorney, and that firms are usually billing for their direct labor costs of both the attorneys and support staff (salaries and benefits), their general overhead (office space and utilities), liability insurance and other incidentals, and a margin for profit.

Table 4

Total Cost of Legal Services			
	FY 2006	FY 2007	Thru Dec. 2007
GF Operating Outsource – Venable LLP	554,966	646,103	372,114
CIP Outsource – Venable LLP	172,399	226,302	92,533
Other Outsource – Venable LLP	24,350	8,236	29,648
Total Outsource – Venable LLP	751,715	880,641	494,295
Operating Outsource – Stein, Sperling, Bennett, Dejong (previously in-house)	0	13,835	4,995
Operating In-House Attorney (Podolsky)	\$89,082	\$103,500	\$0
Operating In-House Support Services	\$118,310	\$123,236	65,873
Total Cost for Legal Services	\$959,107	\$1,121,212	\$565,163

Table 5 below shows the total amount the City spent with Venable LLP and the total billable hours, and "FTE equivalents." The City charges its Venable invoices to the General Fund, Stormwater Fund, Debt Service Fund, and Parking and Town Center CIP's. The CIP charges end in FY 2009 due to the completion of the projects.

Attachment C

Table 5

Cost of outsourcing current Services (Venable LLP)			
(Source: Venable Invoices FY 06, FY 07, FY 08.)			
Funding Source	FY 2006	FY 2007	Thru Dec. 2008
General Fund			
Stormwater Fund	554,966	646,103	372,114
CIP - Town Center	3,378	5,324	4,208
CIP - Parking	144,793	226,302	92,533
Other	27,606	0	0
	20,972	2,912	25,440
Total Outsource Cost	\$751,715	\$880,641	\$494,295
Billable Hours	2,950	3,123	1,744
FTE Equivalent all services (1950 Hour Week)	1.51	1.60	1.79
FTE Equivalent attorney services (1950 Hour Week)	1.41	1.49	1.67

Table 6 below reflects the distribution of outsourcing costs to Venable LLC, by City function, over the past two and a half fiscal years.

Table 6

Cost of Outsourcing Distributed by City Function						
	FY 2006		FY 2007		Thru Dec. 2007	
	Amount	Percent	Amount	Percent	Amount	Percent
Recreation & Parks	\$23,914	3.18%	\$29,425	3.34%	\$28,222	5.70%
Public Works	56,607	7.53%	46,382	5.27%	34,338	6.95%
CPDS Zoning	28,958	3.85%	134,511	15.27%	87,100	17.62%
CPDS	229,007	30.46%	237,434	26.97%	117,621	23.80%
General City	120,852	16.08%	155,057	17.61%	73,109	14.79%
Human Resources	52,522	6.99%	12,893	1.46%	11,745	2.38%
Codes	42,106	5.60%	30,401	3.45%	19,980	4.04%
Town Center	144,793	19.26%	226,302	25.70%	92,533	18.72%
Storm Water	3,378	0.45%	5,324	0.60%	4,208	0.85%
Bond Counsel	49,579	6.60%	2,914	0.33%	25,441	5.15%
Total	\$751,715	100%	\$880,641	100%	\$494,295	100%

In the FY 2009 proposed budget, reduced costs for legal services are anticipated due to completing the Town Center project, as well as bringing to a close the revision of the City's zoning ordinance.

DISCUSSION:

There are two viable options for providing legal services, as follows:

- Option 1: Contracting out for all legal services (Current method)
- Option 2: Developing an in-house City Attorney department

The analysis below focuses on the actual legal services, and assumes the current in house support services would remain essentially the same, although some increase might be needed. The majority of support services are currently provided in-house, with Venable providing additional secretarial and administrative support as needed. As mentioned previously, the expense for this additional support service is part of the Venable billable hours. While billable hours for Venable paralegals are negligible, the amount of administrative and secretarial support within Venable's billable hours is not known. If the function were brought in house, it may be found that additional administrative and secretarial support would be needed.

Option 1: Contracting out all of the City Attorney functions

Exclusive reliance on outside counsel is common practice among small local governments, although a part-time City Attorney who is able to do private practice work on the side is also sometimes used. Communities using outside counsel vary as to whether the City Attorney reports directly to the City Council or through the City Manager. Our current method has the City outsourcing virtually all attorney-provided legal services to a single firm, but with most of the paralegal and some administrative work accomplished by in-house City employees. Through this arrangement, the City pays only for the services utilized. In addition, the City Attorney has ready access within his own firm to virtually the full depth and breadth of the legal specialties required.

This outsourcing approach is successful to the degree the City is satisfied with the quality, timeliness, responsiveness, and cost of work products and outcomes. The City, however, currently has no established processes for either formally evaluating legal services or managing costs. The elements of an effective accountability system available to the Mayor and Council would include periodic performance evaluations and closer management by professional City staff of the legal services utilized. A selection of workload indicators and performance measures that could be used is shown in Attachment 6. Also, the City might wish to explore the feasibility of a fixed-retainer arrangement.

As an alternative, the City could continue to utilize this model, but instead of retaining a single firm, could distribute the work to multiple firms. This approach however, could result in a loss of economies of scale, as well as diminished convenience, consistency, and coordination that is obtained from utilizing one firm.

In either case, one firm or multiple firms, the City could go out to bid for professional legal services thereby ensuring that rates achieved are competitive and that the scope of services being provided are clearly articulated. Contracts for service can be negotiated in various ways e.g. flat fee + hourly rate, hourly rate, retainers etc. It should be kept in mind that this is a professional service and accordingly lowest cost/rates would not necessarily be the primary element considered.

Attachment C

Experience with municipal law would hold greater weight than cost alone, as use of inexperienced firms could result in greater overall costs, i.e. longer hours doing research to get an answer, and advice from counsel that could cause additional legal and administrative costs later.

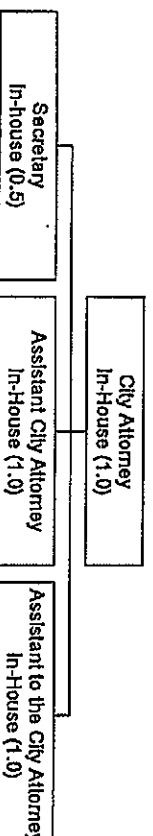
Option 2: Developing an In-house City Attorney's Department

An in-house City Attorney's Office is typically found in many mid-sized and larger governments. In this model, the City Attorney functions as one of several department heads, and may report either directly to the Mayor and Council or the City Manager. Because even some of the largest City Attorney Offices cannot cover the full range of legal expertise required by a complex local government, such in-house offices typically require some level of selectively outsourced legal services, to one or more firms. Retaining and managing the outsource work is typically the City Attorney's responsibility.

Adopting an in-house approach would require creating job descriptions for the City Attorney and Assistant City Attorney, establishing salaries (with regular City benefits), and carrying out a recruitment and hiring process. No additional office space in City Hall would likely be needed immediately. Salary and benefit survey data are shown in Attachment 7. If recruiting experienced attorneys proves to be challenging, the compensation package might need adjusting.

Based on the data, it seems that a viable in-house department would require at least two attorneys: an experienced City Attorney, and an experienced Assistant City Attorney. The support staff could perhaps remain the same at the equivalent of 1.5 FTE's; however, an unknown amount of administrative secretarial workload handled within Venable is not included in that figure. Also, the productivity of the in house half-time secretarial position is not known. Further analysis might show a full-time secretarial position would be warranted for an in house legal department. The organization chart for this configuration is shown in Chart 2 below. The estimated total cost for an in-house City Attorney's department is shown in Table 7.

Chart 2
Proposed Structure of In-House City Attorney Department



Attachment C

Table 7

Total Estimated Budget for In-house Attorney Department			
	Salary	Benefits	Total
City Attorney	\$183,000	\$45,750	\$228,750
Assistant City Attorney	\$129,000	\$32,250	\$161,250
Total	\$312,000	\$78,000	\$390,000
In-House – Support (1.5 FTE's)			\$108,000
In-House Supplies/Training			\$30,000
Sub - Total			\$528,000
Selected Outsourcing (157 hours) at blended rate of \$272.05 (2007 calendar hours less Glasgow and Block as adjusted for services no longer needed to be outsourced)			\$43,000
Total			\$571,000

Table 7 reflects that there will always be a need to contract out some specialty work. The figure shown for selected outsourcing is speculative, but is based on our analysis of invoices for 2007. Actual outsourcing needs will vary according to workload and required expertise. One-time costs that would be incurred, but are not shown, include \$25,000 (or more) for a recruitment search, and potential unknown costs for "overlapping expenses" for legal services during an organizational transition.

The Fiscal 2009 proposed budget of \$630,991 (Attachment 8) for the City Attorney's Office assumes continuation of the current model. The entire proposed FY 2009 budget, other than \$10,000 for stormwater, is contained within the City's General Fund within the City Attorney division. The above model shows an estimated budget for the in-house option of \$571,000, a potential savings of \$59,991. These full savings might not be achieved in the first year due to one-time costs (e.g., recruitment and transition expenses). If a fulltime secretary were found to be needed, savings would be reduced accordingly.

Reporting Relationship

Two viable options exist for the reporting relationship of the City Attorney under either the outsource or in-house model: (1) The City Attorney is hired by and reports directly to the Mayor and Council, or (2) the City Attorney is another Department Director, hired by and reporting to the City Manager. Under either approach the communication among the City Attorney, the Mayor and Council, and the City Manager, is the key to making any option work successfully.

To resolve which approach is most appropriate, one can ask the following question: Does the Mayor and Council want to get their legal advice directly from independent legal source or through the City Manager? The Mayor and Council currently oversee the City Manager, the City Clerk, and the City Attorney. A change in this reporting relationship would require a change to the City Charter.

Attachment C

Conclusion

The municipal environment is increasingly sophisticated and complex especially in our litigious society. Accordingly, many considerations need to be carefully taken into account in coming to a conclusion about how best to provide legal services for the City of Rockville.

As the Mayor and Council deliberate on this issue, it is important to have the goals and expectations clearly defined to ensure a satisfactory decision. The three predominant factors to take into account are cost (and the elements that drive costs), accountability, and quality of service.

The following are other operational considerations, and some intangibles, to be taken into account when considering the relative pros and cons of the two models:

- Availability of and access to the full range of required legal services, including availability of specialized attorneys
- Continuity of Attorneys over time, and depth of experience
- Recruitment and retention of staff
- Access to legal library and research
- Oversight and management
- Responsiveness and accountability
- Performance evaluation, and resolution of dissatisfactory performance issues
- Pay scale for appropriate experience
- Performance of management and administrative functions
- Maintaining appropriate skill sets through ongoing training and professional development
- Space and overhead considerations
- Organizational culture and change management

If an in-house City Attorney model is adopted, the handling of current work during a transition (e.g., Zoning Ordinance, current litigation) will need to be identified and managed. Whichever option is chosen, the City Attorney's Office, the City Manager and the Mayor and Council should agree on systems for managing and communicating with regard to legal services resources, workload, and performance. This may include establishing contracts that clearly explicate rates and services, including performance measures.

By considering the option of an in house City Attorney, the City in no way discounts that Venable LLC over the past two decades has served as a valuable partner to the City of Rockville. The City has been protected from costs associated with litigating cases, successfully condemned property, set up complex transactions such as Town Center and associated taxing districts, and has avoided lawsuits as it has moved to stricter development regulatory requirements. Nonetheless, as the city grows and changes, it is appropriate to continuously examine our services with an eye on maintaining high service levels, controlling expenses, and protecting the City and its assets.

cc: Paul Glasgow, City Attorney

ATTACHMENTS

1. Memo from Paul Glasgow – Services provided by the City Attorney
2. City Attorney Staffing Chronology
3. Resolution No. 8-89 Designating Venable, Baefjer and Howard to act as General Counsel to the City of Rockville
4. Survey matrix from seven other municipalities
5. Summary of hours by Attorney – January –December 2007
6. Selected Performance Measures for City Attorneys' Services
7. City/County Attorney Salary Survey of the National Capital Area
8. FY 09 Proposed Budget Office of the City Attorney



City of Rockville

MEMORANDUM

February 7, 2008

TO: Gavin Cohen, Director of Finance

FROM: Paul T. Glasgow, City Attorney

SUBJECT: Services provided by the City Attorney

The memorandum will summarize the legal services generally provided to the City along with some specific examples of services provided during the preceding 12 months.

Generally, this office provides legal opinions on a daily basis, many are informal oral opinions and sometimes a more formal written opinion is provided.

This office interacts with all departments in the preparation and review of various reports, making appropriate revisions and edits prior to finalization.

The City participates in the Montgomery County Self Insurance Fund, along with other public entities such as Montgomery County Public Schools, Montgomery College, and the Maryland National Capital Park and Planning Commission. Worker's Compensation claims and tort claims filed against the City are handled by Montgomery County through the Self Insurance Fund.

General

Attend meetings of Mayor and Council and provide advice as needed.

Attend Compensation Commission meetings and provide advice as needed.

Attend Landlord Tenant meetings when requested and provide advice as needed.

Provide general advice and assistance to staff on a daily basis. For example:
Assist staff in responding to citizen inquiries.

Assist staff in responding to requests for information under the Maryland Public Information Act, including review of documents prior to disclosure (approx. 5-10 requests within the past year)

Assist staff in preparing agenda sheets.

Provide interpretation of City codes and policies.

Review and comment on staff memoranda and reports.

Provide advice and assistance on open meetings issues

Provide advice to staff re: conflict of interest issues.

Provide assistance and advice to staff who receive deposition or court subpoenas and file motions for protective orders when necessary.

Prepare advertisements for public hearings.

Research information for staff:

Re: property ownership and Montgomery County Land Records
Annexation history
Legislative history

Provide information to staff:

Re: Application procedures (i.e. text amendment, map amendment, annexation, road abandonment, etc.)

Briefbook procedures

Provide advice to City Clerk re: election issues and attend Board of Supervisors of Elections meetings when requested.

Review and/or prepare contracts, agreements and Memorandums of Understanding (MOUs) (approx. 120 this past year)

Legislation

Work with staff in researching and developing legislation (this past year):

Zoning Ordinance (substantial amount of time devoted to this project)
Forest Conservation Ordinance and regulation revisions
Water Quality Ordinance

Prepare ordinances (approx. 18 this past year)

Prepare resolutions (approx. 10 this past year)

Planning

Attend Development Review Committee (DRC) meetings when requested and provide advice as needed.

Attend Planning Commission Meetings and provide advice as needed.

Attend Board of Appeals meetings when requested and provide advice as needed.

Attend Historic District Commission meetings when requested and provide advice as needed.

Attend meetings with staff and/or developers re: major developments and provide advice as needed.

King Farm
Falls Grove
Twinbrook Commons
Archstone Development
Town Center
Upper Rock

Provide advice to staff on planning issues: special exceptions, use permits, non-conforming uses, annexation, road abandonment, interpretation of zoning ordinance, subdivision and ownership plats.

Provide advice to staff on historic preservation issues and conflict of interest issues.

Prepare and/or review various documents in connection with development in the City.

Public Works

Review and draft when necessary various easements:

Stormwater management easements
Storm drain easements
Water and sewer easements
Bus stop shelter easements
Forest and tree conservation easements and maintenance agreements

Draft miscellaneous agreements, including Traffic Demand Management (TDM) Agreements

Review bonds, letters of credit and other security instruments for construction projects and permits. (approx. 45 this past year)

Recreation and Parks

Review and draft forest and tree conservation easements and maintenance agreements.

Review entertainment contracts and draft contract addendum for Hometown Holidays and other City events.

Review and prepare program participation releases.

Review and/or prepare contracts for Recreation and Parks programs and events (approx. 20)

Provide miscellaneous advice to staff.

Personnel

Provide miscellaneous advice to staff.

Respond to BEOC complaints.

Attend grievance hearings: assist staff in preparing for hearing; provide advice to grievance hearing officer as needed.

Represent City at arbitration hearing on union grievance; extensive preparation re: same.

Provide advice on leave issues (sick leave, on and off- the job injury leave, military leave).

Provide advice on disciplinary matters.

Represent the City in LEOBR (Law Enforcement Officers Bill of Rights) on disciplinary action taken against a police officer (participate in hearing, prepare discovery, review transcripts and other evidence, interview witnesses).

Litigation

Prosecute municipal infractions – Prepare files, interview inspectors and witnesses, prepare abatement orders, contempt petitions, provide advice to inspectors. (approx. 65 this past year)

Represent the City in the following legal challenges in the Circuit Court, Court of Special Appeals and Court of Appeals:

Anderson House – Map amendment appeal
Twinbrook Cell Tower
Julius West Cell Tower
Fortune Terrace
E&B Enterprises
COP T
Spates Bungalow (historic designation appeal)

Town Square

Work on easements necessary for the development of the project.

Provide advice on Town Square development and operations

Reviewed and revised parking agreement with County.

Review and prepare WiFi documents

Work with staff to prepare and implement contracts.

Work on documents to allow placement of public art in the Town Square project

Specialized legal services provided by Venable attorneys in recent years.

Preparation of development and redevelopment agreements with private/public parties

Represent the City in Union contract negotiations

Provide specialized employment law advice and participate in grievance and arbitration hearings.

Provide specialized pension advice.

Provide specialized advice for health care benefits and insurance.

Provide trademark and copyright advice.

Act as bond counsel

Provide tax advice in connection with bond issues

Provide advice for nonprofit organizations affiliated with the City.

Provide advice on environmental issues.

Provide specialized bankruptcy advice.

Provide advice and services regarding construction contract disputes

Attachment C

City Attorney Staffing Chronology:

1973: Roger Titus - City Attorney (hired 1966) (part time) - Assistant City Attorneys
Vince Ferretti (hired 1/69) (part time), William Buzbee (hired 7/21/64) (part time) - Paul Glasgow added in 3/73 (initially full-time, then converted to part-time) - one full time support staff (additional support staff was shared with the City Clerk's office)

Staffing: 1 City Attorney, 3 assistant City Attorneys (all part time),
1 full time support staff - additional support staff shared with City Clerk's office

Between Feb. 76 & August 76 - Bill Buzbee left city.

11/76 - Sondra Block added as Assistant City Attorney (part time)

1/78 - Additional full time support staff added to attorneys office.

Staffing: 1 City Attorney, 3 assistant city attorneys (all part time),
2 full time support staff (1 legal assistant, 1 legal secretary)

Mid 1979 - Vince Ferretti leaves city service

10/79 - Frank Lacey hired as Assistant City Attorney (part time)

Staffing: 1 City Attorney, 3 assistant city attorneys (all part time),
2 full time support staff (1 legal assistant, 1 legal secretary)

Spring of 1982 - Roger Titus resigns as City Attorney and Paul Glasgow is appointed City Attorney

8/82 - David Podolsky hired as Asst. City Attorney (part time)

Staffing: 1 City Attorney, 3 assistant city attorneys (all part time),
2 full time support staff (1 legal assistant, 1 legal secretary)

1989 - Venable name as general counsel - with Paul T. Glasgow to continue as City Attorney

June 1991 - Frank Lacey left City employment (not replaced)
One support staff position reduced to part time.

Staffing: 1 City Attorney, 2 assistant city attorneys (all part time),
1 full time support staff (legal assistant)
1 Part time support staff (legal secretary)

October 2006: David Podolsky retires (not replaced)

Staffing: 1 City Attorney, 1 assistant city attorney (all part time),
1 full time support staff (legal assistant)
1 Part time support staff (legal secretary)

000033

Resolution No. 8-89

RESOLUTION: Designating Venable, Baetjer and
Howard to act as General Counsel to
the City of Rockville

WHEREAS, legal needs of the City have become increasingly more complex and diverse, thus necessitating the need for selection of a law firm having a broad range of capabilities to act as general counsel to the City; and

WHEREAS, the law firm of Venable, Baetjer and Howard has, for many years, provided assistance to the City on a variety of matters; and

WHEREAS, Venable, Baetjer and Howard has developed substantial familiarity with the operations and workings of the City and is in a unique position to be able to assist the City on an on-going basis because of its broad expertise, past employment and experience, and familiarity with the workings and needs of the City; and

WHEREAS, the designation of Venable, Baetjer and Howard as general counsel to the City will permit the City to continue to utilize the services of Venable, Baetjer and Howard in all those areas not presently met by the City's legal staff in order to better meet the overall legal needs of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, that the firm of Venable, Baetjer and Howard is selected to act as General Counsel to the City, with Paul T. Glasgow to be the responsible partner and to continue in his capacity as City Attorney of Rockville.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mayor and Council at its meeting of *April 24, 1989*

Maureen Allen
City Clerk

Survey Questions About In-House Counsel	Hagerstown	Frederick	Gaithersburg	Bowie	Annapolis	Alexandria	Greenbelt
#1 Does your City have a "City Attorney"?	No	Yes	Yes	Yes	Yes	Yes	Yes
#2 If yes to question #1: a) How many attorneys?	N/A	1 attorney, 2 assistant attorneys	1	1	1 attorney, 1 asst attorney	1 attorney, 1 sr asst attorney, 6 asst attorney	1
b) How many other staff and what are their titles?	N/A	1 legis clerk, 1 legal asst, 1 admin asst	1-Administrative Assistant	N/A	1 para legal, 4 Administrative Assistants	1 supervisor, 2 legal secretaries	N/A
c) Are the attorneys City employees or contract?	N/A	attorney-appt., 2 asst attorney hired	City employee	Contract	Contract	City employees	Contract
d) Are other staff City employees or contract?	N/A	City employee	City employee	N/A	1 para-legal-contract, 4-Admin Asst.-City employee	City employees	N/A
#3 Who does the City Attorney report to (i.e., Council or City Manager)?	N/A	Mayor	City Manager	Council & City Manager	Neither-report to Mayor	Council	Council & City Manager
#4 Does your jurisdiction contract out for other attorney services?	Yes-100%	Yes	Yes	Yes	Yes	Yes	Yes
a) If so, do you have an active contract?	No	No	Yes	Yes	Yes	Yes	Yes
b) Do you use a single firm or multiple firms for services?	Multiple	N/A	Single	Multiple	Multiple	Multiple	Multiple
c) What services do you retain?	Employment attorney advice & opinions, i.e., Union grievance		Zoning & Land Use		Collective bargaining w/unions, bond counsel, complex litigation matters	Large litigation cases & juvenile cases	
#6 How much do you spend on an annual basis for all the services the firms provide?	\$10,000+	Fy08-\$651,255	\$150,000-200,000	\$150,000	Depends on amount of litigation in year	\$1,300,000.00	\$80,000-102,000
#7 What are the billable hours paid in a year or the FTE equivalent?	45 billable hours					11 FTE	
#8 What is your budget for legal services?	FY07/08 Proposed-\$238,000	FY08 Adopted-\$673,976	FY07/08 Adopted-\$254,549	FY07/08 Adopted-\$150,000	FY08 Adopted-\$757,950	FY08 Approved-\$3,257,747	FY08Adopted-\$85,300
#9 What is the population of your City?	2006-38,326	57,907	60736	55,800	36,408	136,000	20,933

Attachment C

January - December 2007
Venable Invoices

ATTORNEYS

PARALEGALS

SERVICES	BLOCK	GLASGOW	KOGER	MIRJISS	WILLIAMS	DELUCA	FAGAN	CLANDY	SCHLAFF	O'BRIEN	COATS	CUMBLE	CALVERT	HUDSON	AMES	WALDMAN	ZIFFER	SHEPHERD	BROWN	TOTAL ATTY.	GIBSON	LANDGREN	WISE
ZONING ORD. REV.	333.20	72.20																		405.40	215.70		
ZONING & PLAN- GENTL LEG. ADVICE	363.70	321.20	252.50	0.80	2.50	2.10														942.80	0.50		
PERS. GENTL LEG. ADVICE	28.10	0.30					2.50	8.10												37.00			
GENTL EMPLOYEE BENEFITS									4.80	0.30										4.80			
GENTL LABOR RELATIONS														3.40	8.20					11.80			
GRIEVANCE							3.40													3.40			
PW-GENTL LEG. ADVICE	128.80	56.80	13.00		4.30															200.80			
R&P-GENTL LEG. ADVICE	128.80	16.10																		145.00			
NON-PROFIT FOUND.- R&P																5.10	0.10			5.20			
ENFORCE. OF CODE VIOLATIONS	6.90	2.30	116.80			11.90														137.90			
GENTL LEG. ADVICE	189.70	297.80	3.80					2.30			2.20	0.80	0.50							497.10		23.10	
ARBITRATION							14.50													14.50			
SWM FUND	21.70																			21.70			
TOWN CNTR	59.60	409.10				98.30					5.20									570.20			
T. C. CONSTR OF PT		2.30																		2.30			
T. C. R.E.																		138.50		138.50			
T. C. CONSTR CLAIM		30.40			44.70														2.00	77.00			
2007 BOND ISS.												40.70	28.70							70.00			8.50
TOTAL	1,258.40	1,208.60	386.10	0.80	51.50	110.30	20.40	8.40	4.80	0.30	7.40	41.50	30.20	3.40	8.20	5.10	0.10	136.50	2.00	3,283.30	215.20	23.10	8.50

TOTAL HOURS

FTE EQUIVALENT (1950)

19 ATTORNEYS
3 PARALEGALS

3,283.30 92.98%
247.80 7.02%
3,531.10

1.88
0.13

Selected Performance Measures for City Attorneys' Services

Workload Measures

- Number of claims filed against the City
- Number of lawsuits filed against the City
- Number of lawsuits and administrative actions filed or initiated by the City
- Number of total departmental requests for service
- Number of code enforcement cases
- Number of formal opinions issued
- Number of Conflict of Interest reviews
- Number of resolutions prepared
- Number of ordinances prepared
- Number of development agreements prepared
- Number of contracts prepared
- Number of training course held for City Employees in the areas of personnel/labor law, planning law subpoenas etc.

Efficiency Measures

- Cost of total legal services as a percentage of total legal costs
- Cost of external Counsel as a percentage of total legal costs

Effectiveness/Outcome Measures

- Percent of claims settled prior to litigation
- Percent of new cases resolved
- Percent of claims resolved resulting in no monetary payout
- Percent of lawsuits resolved resulting in monetary payout
- Percent of customer survey respondents rating quality of legal services as good or excellent
- Percent of customer survey respondents rating timeliness of legal services as good or excellent
- Percent of written opinions provided within 30 days of request
- Percent of city employees rating City Attorney training courses as good or excellent
- Percent of time Council Member conflict of interest requests are responded to within 10 working days

Attachment C

City/County Attorney Salary Survey of the National Capital Area

Montgomery County Attorney's Salaries

County Attorney	\$197,000
Deputy County Attorney	\$143,461
Division Chief	\$70,632 to \$128,222
Assistant County Attorney	\$74,254 to \$124,521
Assistant County Attorney II	\$59,490 to \$98,860
Assistant County Attorney I	\$51,724 to \$85,737

City of Alexandria - \$182,240

Prince Georges County

Fairfax County - \$201,560, no bonus, maximum on deferred compensation, use of car, cell phone

City of Gaithersburg - \$84,120 to \$132,927

City of Frederick - \$88,821 to \$142,230

City of Annapolis - \$77,637 to \$124,220

Salary Survey Data -- HRA of the National Capital Area

75 percentile blended rate - \$183,000 for Deputy General Counsel

75 percentile blended rate -- \$129,000 for In-house Attorney III

75 percentile blended rate - \$58,000 for Senior Legal Secretary

Department of the Mayor and Council

Division: Office of the City Attorney

Division Purpose:

The Office of the City Attorney acts as legal advisor to the Mayor and Council, boards and commissions and City staff. The office prepares legal documents for the City and is responsible for preparing for enactment all additions and amendments to the Rockville City Code. The Office of the City Attorney represents the City before administrative agencies and federal and state courts where the City is a party to or has an interest in legal proceedings.

Significant Changes:

Adopted FY08 to Estimated Actual FY08

During FY09 the in-house Assistant City Attorney retired and the vacant position was eliminated. Currently, the work performed by the Assistant City Attorney is being fulfilled by contracting for these services.

Estimated Actual FY08 to Proposed FY09

None.

Objectives:

- Implement the Town Center development agreement. Prepare easements, Town Center Commercial Management District documents, and condominium documents
- Support staff with the implementation of the Master Plan recommendations including preparation of appropriate legislation
- Assist staff with the development and implementation of neighborhood master plans
- Provide legal support to staff in conjunction with the development in King Farm, Falls Grove, Tower Oaks, Town Center, Twinbrook Commons, Upper Rock, and Chestnut Lodge
- Assist staff to review and prepare development related agreements and easements, such as stormwater management easements, storm drain and storm sewer easements, transportation demand management agreements, forest conservation and maintenance agreements, public access easements, etc.
- Provide advice and document preparation for general obligation bonds and pension issues/amendments
- Prosecute municipal infraction citations
- Represent the City's interests in legal proceedings before federal and

state courts and administrative agencies

- Defend challenges to decisions/actions of the Mayor and Council, Boards and Commissions, and staff
- Regularly attend meetings of Mayor and Council and Planning Commission
- Prepare legislation and development approval documents as directed by the Mayor and Council
- Work with staff to amend Chapter 19 (Sediment Control) to add new provisions regarding water quality
- Work with staff to draft the new City zoning ordinance
- Provide legal support to Boards and Commissions
- Provide legal support on a wide variety of topics to the Mayor and Council, City Manager and staff
- Assist staff in responding to Freedom of Information Act requests
- Represent the City in employment grievances and Equal Employment Opportunity complaints
- Assist staff in complying with the Health Insurance Portability and Accountability Act (HIPPA) and other Federal laws and regulations
- Advise staff on advertising, notification and procedural requirements

Regular Positions:

Position Title	Adopted FY07	Adopted FY08	Proposed FY09
Assistant City Attorney -- Part Time (Appointed)	0.5	0.5	0.0
Assistant to the City Attorney	1.0	1.0	1.0
Total	1.5	1.5	1.0

Supplemental Information:

In order to meet the ever-increasing diverse and complex legal needs of the City, the City engages Venable, LLP to serve as counsel to the City. Venable's extensive resources permit the City to call upon their expertise to provide advice and representation in such varied areas as labor relations, employment law, bond financing, commercial real estate transactions, business transactions, environmental law, bankruptcy and creditors rights, employee benefits related to the City's pension plan and health insurance, commercial leasing, construction, copyright and land use.

Department of the Mayor and Council

Division: Office of the City Attorney

	Actual FY07	Adopted FY08	Est. Act. FY08	Proposed FY09
Division Expenditures by Cost Center				
Office of the City Attorney	767,207	748,491	631,056	630,991
Division Total	\$767,207	\$748,491	\$631,056	\$630,991

	Actual FY07	Adopted FY08	Est. Act. FY08	Proposed FY09
Division Expenditures by Type				
Salary and Wages	188,482	180,900	94,100	94,900
Benefits	25,594	24,400	12,600	12,900
Overtime	0	0	0	0
Personnel Subtotal	\$214,076	\$205,300	\$106,700	\$107,800
Contractual Services	552,321	542,590	523,755	522,590
Commodities	810	601	601	601
Capital Outlays	0	0	0	0
Other	0	0	0	0
Operating Subtotal	\$553,131	\$543,191	\$524,356	\$523,191
Division Total	\$767,207	\$748,491	\$631,056	\$630,991

	Actual FY07	Adopted FY08	Est. Act. FY08	Proposed FY09
Source of Division Funds				
Departmental Revenue	0	0	0	0
Subtotal	\$0	\$0	\$0	\$0
Fund Contribution				
General Fund (110)	761,883	718,491	621,056	620,991
Sewer Fund (220)	0	5,000	0	0
Refuse Fund (230)	0	10,000	0	0
Stormwater (330)	5,324	15,000	10,000	10,000
Subtotal	\$767,207	\$748,491	\$631,056	\$630,991
Division Total	\$767,207	\$748,491	\$631,056	\$630,991

	Actual FY07	Adopted FY08	Est. Act. FY08	Proposed FY09
Staffing Summary by Cost Center (FTEs)				
Regular				
Office of the City Attorney	1.5	1.5	1.0	1.0
Regular Subtotal	1.5	1.5	1.0	1.0
Temporary				
Office of the City Attorney	0.5	0.5	0.5	0.5
Temporary Subtotal	0.5	0.5	0.5	0.5
Division Total	2.0	2.0	1.5	1.5

C - 54

Attachment C